UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

JEANNIE K. MAY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 4:14-CV-578-TCM**
	)	
NATIONSTAR MORTGAGE, LLC,	)	
	)	
Defendant.	)	

JURY TRIAL
VOLUME 5

BEFORE THE HONORABLE THOMAS C. MUMMERT III
UNITED STATES MAGISTRATE JUDGE

NOVEMBER 20, 2015

APPEARANCES:

For Plaintiff:
Robert David Humphreys, Esq.
Lucius James Wallace, Esq.
HUMPHREYS WALLACE HUMPHREYS
9202 South Toledo Avenue
Tulsa, OK 74137

Robert T. Healey, Jr., Esq.
HEALEY LAW, LLC
640 Cepi Drive, Suite A
Chesterfield, MO 63005

For Defendant:
Jeffrey M. Tillotson, Esq.
Ben A. Barnes, Esq.
LYNN TILLOTSON PINKER & COX
2100 Ross Avenue, Suite 2700
Dallas, TX 75201

Amy Elizabeth Breihan, Esq.
BRYAN CAVE LLP
211 North Broadway, Suite 3600
St. Louis, MO 63102

REPORTED BY:
Gayle D. Madden, CSR, RDR, CRR
Official Court Reporter
United States District Court
111 South Tenth Street, Third Floor
St. Louis, MO 63102 (314) 244-7987

(Produced by computer-aided mechanical stenography.)

INDEX

Jury Instruction Conference
(See previously filed excerpted transcript, Document #172)
Stipulations . . . . Page 4
Jury Instructions . . . . Page 6
Plaintiff's Closing Argument . . . . Page 24
Defendant's Closing Argument . . . . Page 39
Plaintiff's Rebuttal Closing Argument . . . . Page 64
Jury Notes . . . . Page 71
Exhibits . . . . Page 73
Depositions . . . . Page 75
Verdict . . . . Page 79

(Proceedings commenced at 9:02 a.m.)

(See previously filed Jury Instruction Conference Excerpt, Document #172.)

(The following proceedings were held outside the hearing and presence of the Jury.)

THE COURT: All right. One other -- one final thing for closing arguments we didn't talk about last night is if you have an objection during closing arguments, I will ask the lawyers to make it brief so I can rule on it and not -- keep the jury focused on the closing argument versus your objections, and if you want to make a further record on that, we can do that after the Jury is deliberating. Neither side objected much in this case, so I don't expect that, but it's something I always tell lawyers.

Anything else?

MR. TILLOTSON: Yes. Timing. So the Court will read it. Then they'll go for 25 minutes, and then I'm going to do my --

THE COURT: 35.

MR. TILLOTSON: -- 35. There will be a one- or two-minute changeover for technology.

THE COURT: Yes.

MR. TILLOTSON: If the Court will just allow the Jury to stretch or stand up. And they're not able to take a break, are they?

THE COURT: No.

MR. TILLOTSON: Just so they can get up and stand.

THE COURT: Yeah. While you're changing the equipment, I'll ask them to stand up if they wish to stretch. That's a good idea.

MR. TILLOTSON: Got it. Thank you, Your Honor.

THE COURT: All right. You all want to take whatever restroom break you might need or whatever and water. Make sure you're all set to go. Get your stuff hooked up for closing, and so that we can go right -- when they come back in, Carol, call for me, and we'll do it.

MR. TILLOTSON: Five minutes or so?

THE COURT: Yes.

(Court recessed from 9:26 a.m. until 9:37 a.m.)

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: Good morning, ladies and gentlemen, and thank you for being patient with us, and you'll find as I read these that they are -- they've taken some time.

The -- a couple things. Before I start reading the instructions to you, there's a couple of stipulations that the parties entered into at the beginning of this case that I've waited until now to read to you.

Number one, you'll remember the stipulation that I read to you earlier on about the notice of the trustee sale that was published in the *St. Louis Countian* -- it's called *The Countian* now -- from February 4 to February 20th of 2014. In fact, I think I read that actual notice to you. That is a stipulation.

There's four other things I need to read to you.

"Jeannie May entered into her home" -- the parties stipulate to this. That means they agree on this. "Jeannie May entered into her home loan for personal, family, or household purposes within the meaning of the Fair Debt Collection Practices Act," and there's a statute cited number, which I won't bore you with.

The next is:

"May defaulted on her loan in 2007."

The next is:

"May's loan is a debt for the purpose of the Fair Debt Collection Practices Act."

And, finally, the last stipulation is:

"Nationstar states in its response to trustee notice of rights to cure filed with the bankruptcy court that May had paid the amount required to cure the pre-petition default through the Chapter 13 plan in her bankruptcy case and May had also paid all post-bankruptcy petition amounts due Defendant Nationstar as of the date the trustee's -- of the date of the trustee's cure notice."

I'm going to read the instructions to you, but before

I do, there are actually five separate claims the Plaintiffs are making against the Defendant. One is an invasion of privacy claim. The next is a Fair Debt Collection Practices Act claim. The next is a Real Estate Settlement Practices Act. Those both -- the last two are both statutes, and this other statute is the Fair Credit Reporting Act, and that will be submitted to you in two forms. One is willful conduct, alleged willful conduct by the Defendant, and the other is negligent -- alleged negligent conduct by the Defendant. So that's -- I tell you that in advance so you can kind of follow me as I go through this.

I've already read to you Instruction No. 1, and, again, you'll get these instructions to take back with you. And I read you an instruction about note taking, which I won't give you or repeat. That's -- you certainly have had a chance to do that.

So Instruction No. 2: At the end of the trial, you must make your decision based upon what you recall of the evidence. You will not have a -- this is actually the one I read to you. I'm sorry. This is the notes.

No. 3 is the newest, first one I'm reading to you. No. 3 says: As you remember, the Court gave you a general instruction before the presentation of any evidence in this case. The Court will not repeat those instructions at this time; however, those instructions and the additional instructions to be given to you now constitute the law of this case, and each such instruction is equally binding upon you. You should consider each instruction in light of and in harmony with the other instructions, and you should apply the instructions as a whole to the evidence. The order in which the instructions are given is no indication of the relative importance. All of the instructions are in writing and will be available to you in the jury room.

Instruction 4: In returning your verdict -- verdicts in this case -- you will form beliefs as to facts. The Court does not mean to assume as true any fact referred to in these instructions but leaves it to you to determine what the facts are.

Instruction 5: In these instructions, you are told that your verdict depends on whether you find certain facts have been proved. The burden of having a fact -- the burden of proving a fact is upon the party whose claim or defense depends upon that fact. The party who has the burden of proving a fact must prove it by the greater weight of the evidence. To prove something by the greater weight of the evidence is to prove that it is more likely true than not true. It is determined by considering all of the evidence and deciding which evidence is more believable. If you -- on any issue in this case -- if on any issue in this case the evidence is equally balanced, then you cannot find that issue has been proved. The greater weight of the evidence is not necessarily determined by the greater number of witnesses or exhibits a party has presented. You may have heard the term "proof beyond a reasonable doubt." That is a stricter standard which applies in criminal cases. It does not apply in civil cases such as this, so you should, therefore, put it out of your mind.

I should tell you there's a total of 30 instructions, so you know what's go coming.

Instruction 6: You should consider and decide this case as a dispute between persons of equal standing in the community, of equal worth and holding the same or similar situations or stations, I should say, in life. A corporation and an individual are entitled to the same fair trial.

Instruction 7: May and Nationstar have stipulated -- that is, they have agreed -- that certain facts are as counsel -- are as counsel have just stated. You should, therefore, treat those facts as having been proved.

Instruction 8: Agency. A corporation acts only through its agents or employees, and any agent or employee of a corporation may bind the corporation by acts and statements made while acting in the scope of the authority delegated to that agent by the corporation or within the scope of his or his duties as an employee of that corporation.

Instruction 9: Invasion of privacy. May's first claim is that Nationstar invaded her privacy. Your verdict for invasion of privacy must be for May if May has established: (1) that Nationstar intentionally intruded, physically or otherwise, on May's solitude or seclusion or her private affairs and (2) that such intrusion would be highly offensive to a reasonable person and (3) Nationstar's intrusion directly caused or directly contributed to cause damage to May.

Invasion of privacy damages. Instruction 10: If you find in favor or May on invasion of privacy, then you may award an amount of money which will compensate May for damages she may have sustained and is reasonably certain to sustain in the future as a direct result of Nationstar's conduct. Damages for invasion of privacy may include loss of time and inconvenience, harm to credit, out-of-pocket costs and other monetary losses, and damages for emotional distress, mental anguish and suffering.

11: Invasion of privacy punitive damages. If you find for May on invasion of privacy, then you must consider whether to impose punitive damages. Your decision to award punitive damages must be based on clear and convincing evidence. By that, I mean evidence that you find to be highly probable and free from serious doubt. If you believe Nationstar's conduct as submitted in the invasion of privacy was outrageous because of Nationstar's reckless indifference to May's rights or evil motive, then in addition to any damages to which you find May entitled to under the invasion of privacy, you may award May an additional amount as punitive damages in such sum as you believe will serve to punish Nationstar and deter Nationstar and others from like conduct. You may consider harm to others in determining whether Nationstar's conduct was outrageous or showed reckless indifference to the rights of others; however, in determining the amount of punitive damages award, you must not include damage or harm to others who are not parties to this case. In answering this question -- in answering this question, consider only the conduct applicable to the invasion of privacy count and no other. Do not award punitive damages for the same conduct more than once.

Then there's a verdict form that you'll have to fill out. I'm not going to read it to you. That's behind the invasion of privacy claim.

Next, Instruction 12: Violation of the Fair Debt Collection Practices Act. May claims that Nationstar violated the Fair Debt Collection Practices Act, which forbids debt collectors from using unfair or deceptive means to collect a debt. Your verdict must -- I'm sorry. Your verdict for the violation of the Fair Debt Collection Practices Act must be for May if May established: (1) that Nationstar is a debt collector, that is, it regularly engages in collecting debts owed to or due to others and May's loan was in default at the time it was transferred from CitiMortgage to Nationstar and (2) in connection with attempting to collect on May's home loan debt (a) Nationstar made any false representation regarding the character, amount, or legal status of the home loan or (2) Nationstar used any false, deceptive, or misleading representation or means in connection with the collection or attempt to collect the home loan or (c) represent or implied that nonpayment of any debt will result in the sale of any property unless such action is lawful, including representation or implications that not paying an amount it demanded would result in foreclosure despite not having a right to foreclose because the account was current at the time of such representation or implication or (d) threatened to take any action that cannot legally be taken. A threat not need be expressed; it may be implied; or (e) use unfair or unconscionable means to collect or attempt to collect any debt, including but not limited to collecting upon any amount, including any interest fee or charge, unless the amount is expressly authorized by the agreement permitted by law, and that May suffered damages as a result of the violation.

Instruction 13: This deals with strict liability. A single violation of the act is sufficient to subject Nationstar to liability for violation of the Fair Debt

Collection Practices Act.

Instruction 14: Nationstar may not be held liable for violation of the Fair Debt Collection Practices Act if Nationstar shows by the preponderance of the evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance procedures reasonably adopted to avoid any such error.

15: In evaluating whether Nationstar is liable for violation of the Fair Debt Collection Practices Act, you should use an objective standard based upon the understanding of an unsophisticated consumer. That is you should view Nationstar's conduct through the eyes of a consumer who is, naïve, uninformed, or below average sophistication or intelligence.

16: Damages. And this is -- we're still on the Fair Debt Collection Practices Act. If you find in favor of May for violating -- for a violation of the Fair Debt Collection Practices Act, then you may award an amount of money which will compensate May for any damages she sustained as a direct result of Nationstar's conduct in violation of the Fair Debt Collection Practices Act. Actual damages for a violation of the Fair Debt Collection Practices Act may include loss of time and inconvenience, harm to credit, out-of-pocket costs and other monetary losses, and damages for emotional distress and mental anguish or suffering.

Then there's a verdict form, again, for that particular claim.

Next, 17: This deals with the violation of the Real Estate Settlement Practices Act. Federal law known as the Real Estate Settlement Procedures -- I said "Practices." It's "Procedures." Is it "Procedures" or "Practices" because it's written both ways, folks?

MR. WALLACE: Fair Debt Collection Practices Act.

THE COURT: Yeah, it says "Procedures" in the text. I'm just going to put "Practices" by interlineation. It's not a big issue, but . . .

Federal law known as the Real Estate Federal -- Estate Settlement Practices Act establishes certain duties of a loan servicer to respond to written requests by borrowers. May claims that Nationstar violated the law by failing to investigate, correct servicing errors, and by failing to provide information in response to her written requests. Your verdict for violation of the Real Estate Settlement Procedures -- Practices Act -- sorry --

MS. BREIHAN: It's "Procedures."

THE COURT: -- must be for May if May established: (1) that May or her attorney sent a qualified written request; (2) Nationstar failed to respond in the time and manner required by the law; and (3) that May suffered actual damages as a result of Nationstar's failure to comply. The instruction that follows defines "qualified written request" and describe the response requirement of the law.

Don't concern yourself with whether it's "Practices" or "Procedures." It's just one act. We'll just worry about that later.

18: Qualified written request. A "qualified written request" is written correspondence from May or her attorney related to the servicing of the loan that contained May's name, account number, that states the reasons for May's belief that the account is in error or requests information in sufficient detail. Any reasonably stated written request for account information can be a qualified written request. Correspondence is not a qualified written request unless it is sent to the address specified by Nationstar for processing qualified written requests. May alleges that Nationstar waived or is estopped from requiring the three facsimiles be sent to a specified address to be considered as qualified written requests. If you find that May -- if you find that May provided that Nationstar, by words or conduct, waived its right to require that the complaint of error or request for information be mailed to a specified address, then you should not apply the address requirement. If you find that (1) Nationstar's representative gave instructions to May that were inconsistent with the address requirement for a qualified written request and that May relied on those instructions when sending a complaint about an error or request for information, then Nationstar and -- "then" is the wrong -- is that -- are you following me, Amy?

MS. BREIHAN: I'm sorry. What instruction, Your Honor?

THE COURT: I'm on 18. The "then" seems inappropriate. On number (2) of the bottom paragraph, "information" -- "or a request for information, then Nationstar" -- I think that "then Nationstar" just comes out.

MR. TILLOTSON: Yes, Your Honor. I should -- we should delete these two words.

THE COURT: Yeah, I got it. I got it.

It's kind of like making sausage. You just -- you don't want to -- you really don't want to watch it.

And (3) that enforcing the address requirement would cause detriment to May, then you should not apply the address requirement.

Instruction 19: Response requirements. In response to a qualified written request that gives notice of error, Nationstar is required to either (a) correct the error identified and provide a written notice of the correction and effective date of the correction or (b) conduct a reasonable investigation and provide May with written notice that no error occurred, a statement of the reason or reasons for this determination, a statement of the borrower's right to request a document relied upon by the servicer in reaching its determination, and information regarding how the borrower can request such documents.

In response to a qualified written request that requests information, Nationstar is required to either (a) provide May with the requested information or (b) conduct an investigation and reasonable search for the requested information and provide May with written notification that the information is not available to Nationstar and the basis for its determination.

For requests made prior to January 10th, 2014, Nationstar was required to respond within 60 business days. For requests made after January 10th, 2014, Nationstar was required to respond within 30 business days; however, Nationstar is permitted to request a 15-day extension to respond.

Instruction 19A: Nationstar was not required to respond to any qualified written request if it reasonably determined that the request asserted the same error as an error previously asserted by May.

Instruction 20: This is a damages instruction on this Real Estate Settlement Procedures Act. If you find in favor of May on her claim for violation of the Real Estate Settlement Procedures Act, then you may award an amount of money which will compensate May for any damages she sustained.

Damages for violation of the Real Estate Settlement Procedures Act may include loss of time and inconvenience, harm to credit, out-of-pocket costs and other monetary losses, and damages for emotional distress, mental anguish and suffering. And then there's a verdict form for that particular claim.

Instruction 21: Violation of the Fair Debt -- I keep -- I apologize. Violation for the Fair Credit Reporting Act. May claims that Nationstar violated the Fair Credit Reporting Act, which imposes certain duties on businesses that report information about borrowers to credit reporting agencies. This includes a duty to conduct a reasonable investigation and correct credit reporting in its response to a consumer's complaint to a credit reporting agency. Your verdict for violation of the Fair Credit Reporting Act must be for May if May established: (1) that she disputed the completeness or accuracy of the information Nationstar reported to credit reporting agency with the credit reporting agency and (2) that upon receiving notice of the dispute, Nationstar failed to comply with its duties. Nationstar's duties are to: (a) conduct a reasonable investigation of the dispute; (b) review all the relevant information the credit reporting agency provides; and (c) modify the information, delete it, or permanently block its reporting where an inaccuracy has been found. Nationstar's investigation must be reasonable. Failure to comply with any of these duties is a violation of the Fair Credit Reporting Act.

22: Willful violation of that act. If you find May proved a violation of the Fair Credit Reporting Act, you must decide whether the violation was willful or negligent. To establish that Nationstar willfully failed to comply, May must show that Nationstar knowingly and intentionally committed an act in conscious disregard for the rights of May and not by mistake or accident or other innocent reason. Willful failure includes reckless violation of a duty with -- with conduct that causes an unjustifiably high risk of harm that is either known or so obvious that it should be known. A knowing -- I'm sorry. A showing of malice or evil motive is not required to prove willfulness.

Instruction 23: Willful violation damages. If you find that Nationstar willfully failed to comply with its duties under the Fair Credit Reporting Act, you must award May an amount that will compensate her for any damages she sustained and is reasonably certain to sustain in the future as a direct result of Nationstar's failure to comply. For the purpose of a violation of the Fair Credit Reporting Act, May was denied credit as a result of Nationstar's conduct if that conduct was a substantial factor in the denial of credit. Damages for the violation of the Fair Credit Reporting Act may include damages for loss of time and inconvenience, out-of-pocket costs and other monetary losses, harm to credit, or denial of credit and for emotional distress, mental anguish and suffering. If you find that Nationstar willfully failed to comply with its duties under the Fair Credit Reporting Act and also find that May suffered no actual damages or actual damages of less than $100, then you must award May at least $100 but not more than $1,000.

Instruction 24: Punitive damages for a willful violation of that act. If you find that Nationstar willfully failed to comply with the duties under the Fair Credit Reporting Act, then you may award punitive damages for that conduct. Willful failure includes a reckless violation of a duty with conduct that causes an unjustifiably high risk of harm that is either known or so obvious that it should be known. Punitive damages serve to punish Nationstar and to deter Nationstar and others like it from similar misconduct. You may award such sum as you believe will accomplish this purpose; however, in determining the amount of punitive damages award, you must not include damages for harm to others who are not parties to this case. In answering this question, consider only the conduct applicable to the Fair Credit Reporting Act count and no others. Do not award punitive damages for the same conduct more than once.

And then there's a verdict form for the willful conduct allegation.

25 deals with the negligent violation of that act.

You need not consider this instruction on negligent violation of the Fair Credit Reporting Act if you find in favor of May on her claim for the willful violation of the Fair Credit Reporting claim. May also claims Nationstar negligently failed to comply with the Fair Credit Reporting Act. To prove this claim, she must establish: (1) Nationstar negligently failed to comply with its duties and (2) that she suffered damages as a result. Negligence for the purpose of this instruction means a failure to use the degree of care that an ordinary or reasonably careful person would use in these circumstances.

Instruction 26: This is the damages for the negligent violation alleged. If you find Nationstar negligently failed to comply with its duties under the Fair Credit Reporting Act, you may award May an amount that will compensate her for any damages she sustained and is reasonably certain to sustain in the future as a direct result of Nationstar's failure to comply. For the purpose -- for the purposes of a violation of the Fair Credit Reporting Act, May was denied a credit card as a result of Nationstar's conduct if that conduct was a substantial factor in the denial of credit. Damages for the violation of the Fair Credit Reporting Act may include damages for loss of time and inconvenience, out-of-pocket costs and other monetary losses, hard to credit or denial of credit, and for emotional distress, mental anguish and suffering.

Then there's a verdict form for that negligent allegation.

27: Damages on multiple legal theories. Jeannie May seeks damages from Nationstar under five legal theories. Some of these theories permit the same type of damages; however, you may not award damages for the same conduct. May can recover only once for the same harm regardless of the number of counts alleged. This is true even if you find May has met her burden of proof under more than one or all of her counts.

28: Emotional distress damages. There is no fixed standard or measure in a case of intangible items such as humiliation, embarrassment, mental anguish, or emotional distress. It includes all highly unpleasant mental reactions such as fright or grief, shame, humiliation, loss of sleep, embarrassment, anger, disappointment, worry, and nausea. Emotional distress must be more than a momentary or single incident of distress. The law does not set a definite standard by which to calculate compensation for mental and emotional suffering and distress. The law does require, however, that when making an award for mental and emotional suffering and distress you should exercise reasonable judgment. The compensation must be just and reasonable. This instruction applies to any claim where I instructed you that you may award damages for emotional distress.

29:

What the heck is going on here?

29: The measure of punitive damages. There is no fixed formula for determining the amount of punitive damages, and you are not required to award punitive damages. If you decide to award punitive damages, you should consider all of the following factors in determining the amount:

(a) How reprehensible was Nationstar's conduct? In determining how reprehensible Nationstar's conduct was, you may consider, among other factors: (1) whether the conduct caused physical harm; (2) whether Nationstar's conduct evinced indifference to the health or safety of others; (3) whether Nationstar's conduct involved repeated actions or an isolated incident; (4) whether the harm was the result of intentional malice, trickery, or deceit, or mere accident; (5) the harm likely to result from Defendant's conduct as well as the harm that actually occurred;

(b) Is there a reasonable relationship between the amount of punitive damages and the harm or potential harm to May that Nationstar knew was likely to occur because of its conduct?

(c) In view of Nationstar's financial condition, what amount is necessary to punish it and discourage future wrongful conduct? You may not increase the punitive damages award above an amount that is otherwise appropriate merely because Nationstar has a substantial financial resource.

In determining the amount of any punitive damages award, you must not include damages to harm -- for harm to others who are not parties to this case.

Finally, Instruction 30: In conducting your, deliberations and returning your verdict -- verdicts, there are certain rules you must follow.

First, when you go to the jury room, you must select one of your members as a foreperson. That person will preside over your discussions and speak for you here in court.

Second, it is your duty as jurors to discuss this case with one another in the jury room. You should try to reach an agreement if you can do so without violence to individual judgment because a verdict must be unanimous. Each of you must make your own conscientious decision but only after you have considered the evidence, discussed it fully with your fellow jurors, and listened to the views of your fellow jurors. Do not be afraid to change your opinions if the discussion persuades you that you should, but do not come to a decision simply because other jurors think it's right or simply to reach a verdict. Remember at all times you are not partisans. You are judges, judges of the facts. Your sole interest is to seek truth from the evidence in the case.

Third, if you need to communicate with me during deliberations, you may send a note to me through the marshal or bailiff, signed by one or more jurors. I will respond as soon as possible, either in writing or orally here in open court. Remember that you should not tell anyone, including me, how your votes stand numerically.

Fourth, your verdict must be based solely upon the evidence and on the law which I have given to you in my instructions. The verdict must be unanimous. Nothing I have said or done is intended to suggest what your verdict should be. That's entirely for you to decide.

Finally, the verdict form is simply the written notice of the decision that you reach in this case. You will take this form to the jury room -- these forms -- and when each of you has agreed on the verdicts, your foreperson will fill in the forms, sign it and date it, and advise the marshals or bailiff that you are ready to return to the courtroom.

Those are the instructions, ladies and gentlemen.

Each side has 35 minutes to argue their case to you. The Plaintiff has split -- gets to split theirs up. So they go first, and Mr. -- I think, Mr. Wallace, you're going to start from the Plaintiff's side?

MR. WALLACE: Yes, Your Honor.

THE COURT: All right. Do you want to get situated?

MR. WALLACE: Okay. Thank you. As I reflect back over what we heard here this week, the evidence that we gathered since this case was filed in February of '14 about Nationstar, I'm stunned, still stunned today. They did this to Ms. May. She didn't do anything to deserve it, and of all the people, think about the calls that she had with them, the recordings that she told them over and over and over, "Get it right. Make sure you investigate this because you're wrong. Don't do this."

She wrote them countless letters. She faxed them. She talked to them over and over and over, and they never listened, and when she did try to reach out and explain it even further, it just made it worse. You know, she -- she told them on the call, the first call, she wasn't behind, and then she faxed documents, and what did they do in response to that? They sent her a demand letter that said, "We're going to foreclose on your house. You've got 35 days to pay $6,000." And then they started sending her letters that said, "Your money is going in suspense." So all the while, she's doing everything she can to get somebody's attention to listen and act in good faith, act with good faith, and it's going nowhere.

And so she sends them a letter, the qualified written request, the formal one, and what does that do? They pump out garbage, a form letter that is evaluated by the bankruptcy research department. The people that were involved in this early on figured it out, and then for whatever reason, cash said, "We're not doing it," rejected it, and nobody comes back and looks at it, and so it's back in that same department, and what did they do with it? They pumped out a form letter with a 40-, 50-page statement of all the transactions on her account, which is incomprehensible, I think. That's what she thought, and they said, "Well, if you look on page 39, you might figure it out." That was their response. They have a duty to investigate, a reasonable investigation, when she notifies them of it, and what did they do after they got the QWR? They sent her the demand letter, which triggered everything that happened at that point, the one that said, "We're going to foreclose. 35 days to pay the $6,000," again, and then they started rejecting her payments.

So think about this. You're doing everything you can. She's doing everything she can to save her home. She's communicating with them, and everything she does escalates this thing worse. So now, in September and October, she starts buying boxes and packing up. You'll see -- you saw the receipts. There were 60 something boxes she bought and packed up and moved out.

And then she gets the letter from the law firm, and so she reaches out to Mr. Healey, and he writes a letter to the law firm, and, boy, you would think that might get some attention, but it doesn't. They just send a form letter that -- and Nationstar agreed -- was not responsive at all.

And then he sent another letter, saying, "You guys didn't answer my questions. Look at this. Here's the issue. Check this out. Investigate it." And their response was to say, "We're going to sell her home on February 24th at 10:00 a.m."

And so after all of that, the lawsuit is filed to shut this thing down. A temporary restraining order. And finally, they stop.

And Ms. May writes some more letters to try and get her account straightened out so she can make her payments and continue with life. Even after the lawsuit is filed, four or five months later, she files the credit reporting dispute, and you'll remember; she told them in one of the earliest calls, "Don't mess with my credit. Please correct it. Keep correcting it." So she files the dispute, which you have to do. Otherwise, we would not have this Fair Credit Reporting Act claim. The law would not protect us. So she files the dispute with the credit reporting agency, Equifax, and they notify them, and they send the dispute letters to them, to Nationstar, and what did they do? This is -- so she's talked to research. She's dealt with QWR. She's talked to all these employees. We've heard the recordings. And now, finally, it's in another department, and you would think these guys could get it right -- the credit reporting department -- and they have, as you saw, a duty to conduct an investigation, and all they did was look at that same screen that everybody else looked at and said, "Well, she's behind. That's what we're reporting." And they did nothing but make it worse. They expanded it over 22 months.

So how does something like this happen to somebody who has done everything she can think of to solve the problem and give them every piece of information they need to solve the problem? The problem is it's culture. It's the business culture at Nationstar. Their business culture is to overwhelm their employees where they do not have the resources and the capacity to deal with the issues they're dealing with. When you're talking about 1,000 accounts and 100 calls and that they're complaining to their manager that they can't talk to the research department and the manager does nothing about it and they come in here and they tell us it's the human factor -- you heard Mr. Loll say that on the video, and you may have heard it live. "It's the human factor. We've got the human factor in play here." But they caused the human factor failure here. It's -- these employees are -- we're not here to say these are bad people or anything. I don't believe that at all. Neither does my client. But they were -- they could not ever get to the solution, which Mr. Loll admitted early was easy if they'd just looked. Now, why wouldn't they look? Because they're crushing them, and so it's business culture at Nationstar. And how do you change culture? How do you change someone's culture? You've got to shock it. You've got to wake it up. Otherwise, it's going to be business as usual at Nationstar.

I heard Mr. Loll, because I asked several times in the deposition video, and then you saw him on the stand.

"Did you tell Fannie Mae what happened here? Have you given them this evidence?

"They're aware of it. They're aware of it.

"Did you give it to them?"

He never would answer the question.

They've got this Five STAR servicing rating supposedly. Fannie Mae owns the loan, and if -- you know, you would think they might want to know how the servicing is going, but they're burying their numbers in these bulk things they're sending them, so it may never get found, and you guys are the conscience of the community. Is it okay to service a loan the way they did here? Is it okay to treat somebody like they did here?

I mean, she genuinely, honestly believed she was losing her home after doing everything she could to stop it. They tried to break her. I mean, this is Jeannie May, who's lived in this community all her life, worked in this community all her life. She came into some tough times back in 2007, but she dealt with it. Fannie Mae needs to know, and the only way they're going to know is with what you do today.

Now, Mr. -- Mr. Loll testified that it was the human factor, and he pointed out Mr. Muller and blamed Mr. Muller. He said he sternly reprimanded him. You know who I didn't hear that had been reprimanded was Faye Agyeman. She's one of the corporate representatives that signed that discovery under oath four months after the lawsuit was filed, and she told me -- after they supposedly discovered the error, she says in the discovery response -- and it's been highlighted up here -- that they discovered the error in April, but two months after that, she's answering that discovery that you have, Exhibit 233 that we showed you, and what does she say? The legal -- what do they call themselves? Their legal something at Nationstar, the legal team. And her response under oath, under the penalty of perjury, was there was no mistakes, no errors, and it went that way all the way until March of this year, March of '15. Then they changed their tune. "Oh, we might have made an error."

And then I sat down with Mr. Loll on May 15th or May 7th. It was this year, twice within a week. And then everything changed. Not only was it an error. There was all kinds of errors, and you heard about all these errors, but Mr. Loll, who, for purposes of us, is Nationstar here today -- Mr. Loll -- I mean, he wasn't aware of any of this stuff, and even as of the third day of this trial and having spent 300 hours, he's still auditing her account. What kind of business is this over at Nationstar that they're having to spend 300 hours by a gentleman who's been in the industry for 30 years, a vice president of every department at Nationstar except origination? And it takes him 300 hours? Oh, they're taking it serious. I mean, we could see, by looking over there, the resources that they put in. They're here, but up until I sat down with him in May of this year, no.

Sole cause. I'm going to talk to you about something in the jury instructions. You heard -- and I'm going to show you the testimony in just a minute. So Nationstar's lawyer asked the gentleman from Nebraska that we went up and deposed from World's Foremost Bank, "Was it the sole cause -- was Nationstar's tradeline the sole cause you denied this?" And he said, "No." And then she asked Dr. Maestas, "Was Nationstar's conduct the sole cause for her distress?" And he said, "No." It's a red herring. Why? Because the law says right here in the instructions that you'll get -- you got it there? Great. Okay. If you see, I've got it up there. Number (3) here on the invasion of privacy, "that Nationstar's intrusion directly caused or directly contributed to cause damage." There's nothing about sole cause, the only cause. How could you ever prove it's the only cause in life? It doesn't -- I mean it's very rare. But so the law is directly caused or directly contributed. And repeatedly in the testimony, that was their angle to confuse. Was it the sole cause? Of course not. It's not the sole cause. There's all kinds of things, but it was a direct cause or directly contributed to what she experienced.

Let's go to Munson's testimony. Munson was the Equifax -- corporate representative of Equifax, and you can see here, the employee of Equifax. Now, scroll down, would you please? Thank you. Mr. Loll testified the other day that he did not get -- according to when he talked to Elizabeth Hansen, they did not get a copy of her dispute letter because, apparently, things would have been very different if they'd gotten a dispute letter from Equifax. This investigation would have been different. Do you remember that? So Mr. Humphreys stood up here and said, "Well, your policies and procedures show that you get them.

"Well, I don't know why we didn't get it."

So, fortunately, I asked Ms. Munson this at Equifax, and she said it three separate times in the testimony. I've got it highlighted. They sent the dispute letter to Nationstar with the attachments. Next one. That's one of them right there. As well as sending a copy of the image of the dispute letter to Nationstar Mortgage. And one more time she said it. So -- and finally, let's look at Exhibit 65. Now, this is the ACDV as it's produced by Equifax, the credit reporting agency, and if you'll highlight for me that area I was talking about. Yeah, it's kind of hard to read. Okay. That's beautiful. Right there. Okay. So a couple of things

I want to point out. She testified that this top line here, right here, this right here, that's what Equifax sends to Nationstar, and they say, "This is what we show you're reporting at this time. You need to investigate this dispute -- here's her dispute -- and then verify, modify, respond somehow and tell us how you want to respond."

And this was Equifax's response right here, this line, and so they changed it from these dashes which said no information to all these other numbers, which the "5" means 150 to 179 days and the "6" means beyond that. So they crushed the credit. That was the response to the investigation. And if you'll go back up here, too, they also changed it to show that it was a collection account. We heard that. Right here. Right here. Thank you. Right there. Collection account. That's how they changed it.

And then the most important part of this thing. If you'll scroll to the next page. Right here. "Images sent." And you see the two tif files. This is Equifax's record, and it showed that they sent the dispute letters.

Now, as you'll see in the law in just a minute, they had a duty to do a reasonable investigation.

How am I doing on time there?

THE COURT: You have -- you're at 16 minutes.

MR. WALLACE: Thank you, sir.

So they had a job to do a reasonable investigation, and the instruction tells you that they had to look at what Equifax sent them and evaluate their information and do a reasonable investigation, and so supposedly, they discovered the error in April of '14. This dispute letter is in their box in July of '14. So what is that? Three months later. And do you remember we saw the discovery, and it says, "We immediately applied the money. We immediately made the fix to her account when we discovered it in April." Lori Harp did. So I'm sitting there, and I'm wondering, well, if you really did that, how is it that the credit reporting department, when they do their investigation, they don't see that because he said they would look at the transactions. How is it that they don't figure out that they've corrected it and they've fixed it and they've applied the money? It's because they're not doing a reasonable investigation. They're not correcting their records internally. It's a sham. And so it would be one thing if that's the first thing she did was dispute the credit and they did an investigation, but this was after all the letters, the faxes, the calls, the emails. It's crazy.

Would you pull up Exhibit 119, please? So this is one of the emails. I'm going to clear this off here. This is one of the emails that came down. If you'll roll down to the next page, please. In May of '13, this is -- and we know that because we see "May" up here, and there's a date on here somewhere. Right here. May '13. Do you see that? And so this Kaitlyn, the research resolution analyst at Nationstar, is looking at credit for Mrs. May here, because Mrs. May has complained directly to them a year and two months before, and they're supposedly dealing with it. So they've known about the credit reporting issues for a long time, and they've done nothing but crush her credit, and we've never been here to say it was picture perfect credit. She came out of a bankruptcy, and I understand that, and she understands that, but it was a 13, and she'd paid on it for five years. Those accounts that they wanted you to focus on so much -- they're all from 2007 and before when she filed the bankruptcy, except for the U.S. Bank, which is paid as agreed, and the only other account she had was Nationstar, and so if the only other account you have is your mortgage, which is the big player in your credit, and it says what they're saying, you've got nothing.

I know Mr. Loll testified he's got 300 hours on this thing, and their lawyer asked her how much time she spent. She said -- she agreed to 500. I mean, if you really think about it, they took -- I mean, we're rolling up on three years on this thing, and they took a year or two years of her life. Really, if you think you're losing your home and you have no control over it, none, everything you do goes into a vacuum. Nothing. It can be paralyzing, consuming. It can destroy your relationship with others. It can destroy your ability to handle situations. It ultimately drove her to say, "I can't handle work anymore. I've got to get rid of a level of stress here so I can just function." They're messing with people, and they messed with her, and it's -- I mean it's disgusting. It really is disgusting and appalling that they think this -- that they can get up and say, "We're sorry," and this is good faith.

I want to talk to you about the QWR, the facsimiles. You've got an instruction, and we're arguing and the law is, as you'll see in the instruction, that she sent those facsimiles instead of sending a letter, and the reason she did is because they told her. You heard it on the recordings. "Fax it to this number." And I asked, "Is that the policy at Nationstar if somebody calls in?

"Yeah. You tell them to fax it. You don't tell them to mail it."

And the reason is because they're back here saying now, "Well, those faxes should not be QWRs because she didn't mail it to our special address."

Excuse me?

THE COURT: Hey, folks, shhh.

MR. WALLACE: "She didn't mail it to our special address." That's their defense here. They told her, and the law is if they told her and she relied on it, they waived it.

Under those QWRs, too, you see the law that says they have a duty to do a reasonable investigation, a reasonable investigation. They didn't do any of that. None of it. So they're going to get up here. One of the exhibits that they introduced a minute ago or yesterday was her statement that she got in March of 2013, and you remember he asked her if that was the balance on the loan at that time, $92,000, and then he wrote in big marker "$92,000" across it as the balance of her loan, and then he asked her, "Did you get five -- you have 500 hours at $28 an hour." And so their -- I think their analysis of what you should do here is award her the balance on the home and the lost wages for the 500 hours here, $28 an hour, so in the neighborhood of 14,000 for that, and they think that's what's called good.

But I'm telling you if you take a year or two years of somebody's life and crush them, we're not talking about $92,000 or $100,000 or anything close to that. You guys are going to decide what it's worth. What -- what should Nationstar owe her because of the harm that they caused her? It's two different things going on here. The damages to her. What they did to her.

THE COURT: Two minutes.

MR. WALLACE: Thank you. You ultimately decide. I'm going to suggest something, and it's where I'm coming from, but you're the ultimate decider, and I don't want to offend you. I don't want to hurt your feelings or anything like that. I'm just going to tell you straight up where I'm coming from. I think -- if you do this kind of conduct and it's this long and it's gone on this long, I think the actual damages, the emotional upset, the distress, the other things they drove her to, and the other things she testified to -- we're talking about actual damages in the range of two million to five million. That's my thinking on this.

The other part of this is the punitives. Now, the instructions talk about the punitives have to be in a reasonable relationship to the actuals. You can't go out there and award a crazy number on punitives and nothing on -- there's no relationship. It has to be reasonable, and the instruction is the emotional distress amount has to be reasonable, too, to the punitives. So those have to be reasonable, and I think -- I mean, I think Mr. Loll needs to have a message help sending him back to Texas so that he makes sure that the message gets to Fannie Mae and Nationstar so they turn it around and they come back with they understand, "We can't do this anymore in Missouri." And my number I'm going to suggest to you -- and I don't mean to offend you or anything like that. This is your call completely. I'm thinking it's somewhere between 25 and 50 million to get their attention, to make it right, to stand up and do business. If you look at that last instruction on punitives, it speaks about reprehensibility, whether it was repeated courses of conduct, whether they evince indifference.

THE COURT: Twenty-five minutes.

MR. WALLACE: Thank you.

So I'm done, and Mr. Humphreys is going to talk to you in just a minute. I'm going to tell you one thing that it's -- it's -- we're glad to be here finally, and thank you for your service. Thank you.

Thank you, Your Honor.

THE COURT: Thank you. Okay. Defendant's closing. If you all want to -- while they adjust the technology, if you all want to stand up and stretch, you may do so. You don't have to. Do whatever you wish to do.

Let me know when you're ready.

MR. TILLOTSON: Yes, Your Honor.

If it may please the Court.

THE COURT: You may.

MR. TILLOTSON: Ladies and gentlemen of the Jury, thank you so much for being here and thank you for listening to us. I want to correct one thing, an impression Mr. Wallace left you with, which is that we were trying to dodge things or we were trying to avoid responsibility. For, literally, the first time in almost 30 years of being a lawyer, I stood up and said, "We made mistakes. We made errors. We should have done better." And Mr. Loll sat here and listened to every bit of the testimony, and I didn't challenge things, and even when they had some technical difficulties putting on their evidence, I stood up and said, "Let us put it on for you." That was because my client told me, "Let her tell her story. Don't keep anything from the Jury. I want to hear it. I want to make sure I know it, and I want her to have the opportunity to say it." That's extraordinary. We're not expecting credit for that or a gold star for that or a bonus for that. We're just trying to tell you we get it, we got it, and we understand.

You now know that this error came from the oddest of mistakes, from our perspective, in terms of the way it happened, and the reason I say that is because he stood up and told you we have a culture where we don't care, we work our people too hard, but in fact, the very first thing we showed you was the error in this case began not because we didn't care but because Matt Baxter, in our bankruptcy specialist department, was trying to see and make sure Ms. May got credit for $51 from 2008 when we didn't even have the servicing. Using our time, our resources, our effort, someone in our department is trying to make sure she got every dollar of credit she was entitled to on her loan. It was before this lawsuit ever came about, before we ever made a mistake. That, I would submit, is the kind of company this is and not the travesty and the mess you saw when the mistakes happened and we wrongfully took money from Ms. May's account that was supposed to be applied to Ms. Hoyt's account. It doesn't excuse or justify anything that happened. I'm going to talk more about that. I think it's important when we talk about culture to see the context of what happened here. He was trying to find that last $51 for her. We couldn't have possibly been making money on that. We couldn't have possibly been looking for a profit motive on that. It was an effort to be a good servicer, and we screwed it up thereafter, as you know.

Second point, in whatever small measure of defense for us, the error was made on March 27th, 2013, and it's noted in our records what we were doing. March 30th, 2017 [sic], we'd made the error. We had mentioned it to Ms. May, and she mentioned it back to us, and I put the transcript here where she told us, "You told me you were debiting this from CitiMortgage," and I don't do that to justify it or to say any part is her problem or her fault. I only do it to say that what it was is some effort, as we're talking to her, to explain to her what happened and what we were thinking.

Now, it goes on. When we told her that on April 30th and we told her that we're going to take it to a manager, the records show we did take it to a manager on May 2nd, and as you know, the research department did see it and did get her faxes that she sent and looked at it, and as you know, the research department, on May 15th, did try to bring the loan current. This is the kind of servicer that I think they really are. That means within 45 days of making this mistake someone within Nationstar recognized it, looked at her faxes, and said, "Let's correct it."

Now, from that point on, we messed it up, and we've said that, and we acknowledge it, and we own it, but that's the kind of culture at the company. It started off because we were trying to help and make sure she got full credit. It started off. We tried to fix it within 45 days. That's what we were trying to do.

Now, as you know, from there, we messed it. We made an error, and it compounded, and it continued, and we were never at our best, and we take responsibility for that because of those codes and what happened, and you saw Mr. Muller, and you heard Mr. Loll say how he treated him on what he did, and that's the honest basis for it.

One thing you didn't hear -- and I reject this -- is that we didn't care. No one ever said that. There was no evidence of anyone who knew for a fact this was a mistake and said, "Who cares? Let's try and collect it." Because that's not the kind of company we are. And I put on evidence and showed you from Mr. Loll it goes beyond just caring for customers. It's part of us and who we are, but it's good business for us. We get better business, we do better if we treat our customers right. We're better off if they're paying and they're current and they're happy. When they refinance, it helps us. That's the kind of culture we are.

He says, "Does Fannie Mae know?" We report to Fannie Mae. Mr. Loll told you we give them our results. They know how we are. That's what we're talking about in terms of what kind of company and what kind of business this is. It's hard fought and hard earned to earn a Five STAR rating. We lost it here. We lost it. Everyone knows how hard it is to build a reputation. All of us that work for businesses or have that experience. You make mistakes, and you know how bad you feel. The real question is: Is this a company that said, "I don't care there's a mistake here. I know their mistake. Hey, it's good for us to put her in foreclosure. It's good for us to do default"? Or is this a company that made a mistake and compounded it but never intentionally tried to hurt her? And that's why we're here. Because you know once the lawsuit was filed it should have never happened. She should have never been required to file that lawsuit. We've said we're sorry for it, and we're going to be accountable for it.

But after it was filed, you know in May of 2014 we fixed it, sent her a letter saying, "We're putting back the $5,162," and we did it again in October where we said, "All right. We fixed it, but we didn't fix it completely. We haven't removed the suspense funds. We haven't fixed your credit rating." And we did it October 31st. We brought the account to current status, and we fixed her credit rating at that time. It took way too long. It should have never happened. This case should have ended back in May of 2013 with Mr. Muller. He should have made sure. He told you and he testified and Mr. Loll told you and he testified that Mr. Muller had never had a cash request rejected. So he didn't look. We've learned our lesson on that one. We changed our procedures so that never happens again, but there certainly wasn't evidence that we knew cash requests were being rejected and we didn't care about it.

And, finally, today, we put on evidence we've removed any wrongful charges. She's only due for what's coming forward. And confirmed that. And I made my witness, for the first time in 30 years, say on the stand, say it under oath, promise it to her so that it never happens again. And I gave the phone number so if she ever has a problem she knows who to call and who to contact and any borrower knows who to call and who to contact. I understand she doesn't want to call him, but I'm trying to show, we tried to put on evidence we get it. We understand.

Now, you also saw our various efforts to improve. We now require vice presidential approval for any debits. We won't do debits from old bankruptcies. This issue won't happen. We now route bankruptcy matters to managers in bankruptcy. So if a Ms. May in the future complains and says there's some screwup, whatever, it's automatically routed to the bankruptcy department, who can deal with it and know about it. That's called a Code 43. We train our callers to elevate those problems. "Don't let these things fester." We ensure now all the caller notes are loaded as your default. There will never be a situation where someone says, "I didn't see all the notes." And no more worse credit reporting.

This is a company that cares off this case, these changes. This is a company that got it, that understands and regrets it and wants to be better, not because we're afraid of justice, but because we service two and a half million loans, and we have an obligation to all of them to do these things, and we want to do them because it's the right thing to do. It's good for business, and it's how we should act.

And, finally, increased awareness and reporting. And Mr. Loll testified he sat down and investigated with all the people where they had shortcomings. He trained it where he thought it might be something broader than just the people he talked about. He called the managers. He did the things you would expect. That's why he spent 300 hours. That's why he had spent that much time. "Investigate. Ask. Find out. Fix. Make yourselves better."

Now, we took all of that. We took -- we're agreed. We acknowledged our mistakes. We said we're responsible. We said it was wrong. We understand and get it, and there's no other way to say it than that, but I've told you in addition to owning up to it, fixing our mistakes, and doing our best so it doesn't happen in the future, why are we here? Because now we're down to what's the right compensation and what's the claim that they've alleged that in any way involves or might -- for which we might be responsible or liable. That's the lawsuit. That's why we're still here.

The first claim is the intentional invasion of privacy claim, and as we go through these claims -- and this is from the jury instruction that you will get and that the Judge read. As we go through these claims, you'll see what I told you in opening, that there are claims that have the "intentional" word in them, intentional acts, which means you know you're doing wrong. You know what you're doing is wrong, and you do it anyway. I know if I do something wrong, that's called intentional. And the reason we quarreled, if at all, was because we felt internally that the investigation showed no one was intentionally going out to intrude on her privacy knowing they were doing wrong. Yes, property inspections were ordered. Yes, it's because Fannie Mae requirements and regulations. Yes, it's because in her mortgage we have the right to do that. Yes, we did those things. Yes, in this context, with her not owing the money, it was wrong. Everyone said that, and we don't in any way ask to be excused for that, but what we are saying and what we felt was, at the very least, we didn't do it intentionally knowing it was wrong or to harm her. Simple as that.

And so when you go through these and you look to see the elements, I ask you to, at the very least, consider the evidence that Nationstar has put on that they were not trying to intentionally intrude. Everything Mr. Wallace said about what happened, the missed opportunities, the failure to correct is true, but that's different from whether or not we intentionally sought to do it on these claims.

Now -- and I'm going to use and I'll show you in a minute -- the claims have very similar sorts of damages when you get to assess that. If you find that we did some of these things intentionally under some of these claims, you then have to consider what's the appropriate amount of compensation or damages, and we've spent a whole week, and you're probably wondering, "Okay. They fixed it. What's the story here?" So we get to the very last minute, within the last couple of minutes, when the Plaintiff's lawyers finally tell you, "Well, here's the eye-popping number I want," and that's where we disagree over what's justice and what's fair but also what's compensable.

The law in this case, as you will see, on damages is not just a number pulled from the air that's big, that seems like it might be the number. It's actually award of damages which will compensate her for the damages she has sustained and is reasonably certain to sustain in the future as the result of our conduct, the things we did, and as you can see, we give you -- the Court gives you the law as to what you look at, and that's why, as we're here, we started talking about what you look at because now we're down to money and how you come up with that if you find damages are warranted in this case.

The first is loss of time and inconvenience. Well, I know of no other way than to say, "How much time did you spend?" And it can be what she thought she did, and I used her salary number before she quit her job as a reasonable way to compensate her for every hour she spent messing around with these guys. Pay her as if she was at her job, and she said 500 hours, and you're free to accept that or adjust it as you may see fit, but it comes to that number if you do the math. That's not an insubstantial amount of money, and you may say, "Well, you know, she might have spent 600" or "We should pay her a little bit more by the hour for it," but that's the kind of notion we're talking about in terms of what you actually suffered. Saying it's two million dollars is not really based on the evidence and is an effort by Plaintiff's lawyers to impose and put emotion into the case when what the law tells you is look at the facts.

The second one after loss of time and convenience is harm to credit.

(Telephone rings.)

MR. TILLOTSON: Is that my warning?

Harm to credit. And that means what did we do that hurt her credit. Now, you know we did mess up her credit. I've not backed away from that. However, we fixed it, and the evidence is we fixed it in October of 2014, and Ms. May said that on the stand. Her credit was clean as of October 2014, and we were able, fortunately, to go back in time and wipe it out, and as of October 2014 going forward, her credit has been clean, and she testified that since then, recently, she was able to both get a credit card and get a loan. She told you that she applied for two credit cards to see what happened, not because of her finances, and she was turned down, and I understand that, but I ask you to keep in consideration that the damages to harm to her credit were fairly limited in duration and have been fixed and that she has not shown you or talked about any out-of-pocket expenses related to that.

The next one is then out-of-pocket costs, and I'm not trying to be mean or minimize things, but this is what the law says you get as damages, and that's what you're guided by here, and the out-of-pocket damages she told us was -- we stipulated -- was $500. This is not a case where it cost her a lot out of her pocket. I'm not trying to minimize the injury. That's what the law says, and that's what you look at in these kinds of cases.

And, finally, the one I think that's really the driver here is the emotional distress, mental anguish and suffering. The Judge gives you an instruction on this, which is Instruction No. 28, where he tells you there's really no fixed measure. It's up to you. It does give you some cautionary instructions that when you make it for emotional distress you should exercise reasonable judgment and the compensation must be just and reasonable.

Now, from the witness stand, Ms. May said, rightfully so, "I want justice," but there's a difference between justice and vengeance, justice and punishment. Justice in this case is what she wanted, and I tried to be as straightforward and ask her. I said, "You know, we've gone out of our way. You know, if you have problems -- we thought we fixed it -- call our guy."

She said, "I don't want to ever talk to him again," and I understand. I get it.

But then I asked her, "What's really driving here? What was the real problem?"

The real problem, as he told you, is she thought she was going to lose her home for a period of time, and we were calling her and agitating her with these collection notes, collection practices. That was the real driver. I asked her, "Do you want to get away from us? Is that what you're trying to do in this case?"

And she said, "Yes. I want to have nothing to do with you." That's where I came up with this. This is what she owed on her home before we ever messed up her account -- $92,664, and I would suggest a fair way, a just way to compensate her for her emotional distress damages is to free her from the thing, the harm that we caused her, which is the fear of losing her home. With this award and whatever else you put onto it, she will never have to worry about her mortgage again. She is free from that stress, free from us. Round it up. Put some more on there if you think that that's fair.

But the point of the driver of this case, the emotional distress when she thought she might lose her home, and the best way I could come up with and that I thought the evidence showed that was a fair way was to say, "All right. Nationstar, you made her think she was going to lose her home. A fair result here is she'll never have to worry about that again -- taking care of her home." There's a difference between removing that stress and saying millions of dollars and saying she should get 20 free homes or 50 free homes as a result of this. I've tried to keep it practical. I've tried to keep it just.

And mind you, when this man has to go back and say, "Okay. Because of our servicing errors, we have to pay off someone's mortgage," that comes out of our pocket. We don't own the loan. We can't just simply give her a credit. We have to write a check to CitiMortgage -- I mean to Fannie Mae. That comes out of our pocket. That's a pain we suffer. And I would ask you to consider that or some approximate of that because that's really what drives this here. The stress that she thought she was going to lose her home from approximately when we started doing collections in March and April 2014 until we stopped and the lawsuit was filed in February.

And I want to mention to you three areas to focus on when you look at the emotional distress damages. The first is the time frame. After February 2014, the lawsuit was filed. We didn't send her any collection calls -- collection letters, make any collection calls, threaten to foreclose or try and foreclose. We stopped. The case was still on. There were still problems with the account, but the emotional distress that drove her justifiable anger and frustration was largely stopped by February 2014. So I ask you in looking at the emotional distress to look at the duration and, second, to look at and see the medical records when she complained to her doctor, when she didn't complain about when she was suffering distress. No one should have to go to the doctor to complain about something a mortgage company is doing. I get that, but when you look at what's just compensation, I ask you to look at the evidence as to what happened.

The other thing you have to look at is the other things in her life causing distress. Here's why. If you want to award and make us pay for the stress we caused her, then it's only fair under the law that it be just the stress we caused her and that we don't be responsible and have to pay for other stress in her life, and so you know, from her doctor notes and things she said, there was other things going on in her life -- her fight with her neighbor, her problems at work -- that were causing her stress in whatever percentage that you allocate. They may have been small. They may have been modest, but at the very least, the law compels you and, in justice and fairness, I hope you will take into account other things and adjust and allocate for only those things that we were causing her.

Finally, third, which is what was causing her the most stress, and address that issue, and that's where I came up with free her from her mortgage obligation, and for the remainder of Ms. May's life, she doesn't have to worry about her mortgage ever again, and it won't -- and it's no -- because there's no fixed measure, but I believe it's a just way to do it.

Finally, you can look at other monetary losses. She's talked about her job, but I hate it tell you -- and I want to be careful because I don't want to minimize what happened. She quit her job in May of 2014. We had not done any collection calls. We were not calling her, sending her letters. The case was in litigation. She told me on the stand, I think, in all fairness, that she quit because she had a new difficult boss and had some problems before she left. I don't think it's fair or just or, frankly, supported by the evidence to require us to pay for 10 years of differences in her wages over that period of time. I don't think that's a fair result. I don't think that was supported by the evidence, and I would ask you to put that aside because I don't really think that was a problem caused by us. I think that was really more of a result of her work situation and her boss situation, and then she went back in December.

Now, as you go through these, you're going to see Instruction 27, and this is damages on multiple legal theories, and the reason it's significant is because it tells you although they have many claims -- and you'll see them back there -- you cannot award damages over -- for the same conduct over and over. So for each of the claims, they may be seeking emotional distress damages, but once you do it once, as you go on to the next claims, you can't re-award damages for the same conduct. So on the first claim which you consider emotional distress damages, that's where you would write the number that you think, and I just want you to be aware of that so that at the end there's not awarding multiple damages, and as a result, even though there may be multiple counts, it's the same harm, and since she alleges the same harm to most of her counts, I ask you just to keep that in mind.

And then you'll get the verdict form, and I'll ask you, as you go through it, to at least consider where the claim deals with intentional acts to consider whether or not Nationstar acted in that way and, for actual damages, to write the number that the evidence supports and that is just, but for a couple of the claims, if you find -- you get to consider punitive damages, and that's there at the bottom, and you get a punitive damages instruction, and I'm going to blow up a couple of things that I think of punitive damages that are important.

The first is -- is that you have to base it on clear and convincing evidence. It's not preponderance. It means you have to be certain, reasonably certain that what you're doing makes sense and is based on the evidence. If there's a close call on intentional or it seems like, you know, Nationstar did something but it's not clear and convincing based on the evidence you've seen, then the law allows us that protection because punitive damages is a different kind of damage.

In addition, what you have to find is that we were outrageous, not just that it was outrageous, but because of our reckless indifference to her rights or evil motive, and there you say it's to punish us and deter others. Now, let me tell you; most punitive damages cases are because a company comes in, they're doing a practice that they're making money off of, and it's wrong, but they get caught, and the damages are small for the plaintiff, and they say, "Oh, you know, whatever. Who cares? There's just more profit."

This is not that case. I'm going to tell you three reasons why. First, even they concede there's not evil people or ill-willed motive behind what's going on here. And, second, the practice that they've said and they've complained about was not a profitable practice for us. It's not a practice we want to do. Screw up someone's account, wrongfully try and collect on it, push it to a foreclosure -- that's not something we ever want to do again. That's why we take these corrective measures. That's why we've taken this so serious.

So the notion here of punitive damages are needed to correct us from doing these things or to deter us, I would suggest to you, is not really present in this case. Now, you may think that because of what we did, in addition to actual damages, if we acted with reckless disregard, which means don't care about her, who could care less, that there might be some measure of punishment that would further deal with it, but I would urge you the numbers they talk about is very disappointing because it's not fair and it's not warranted by the evidence, and you saw the things that we did, that we're doing absent of this case to be a better servicer, from our annual report, and to help with customers and to increase service. And large dollar amounts that serve, essentially, as a windfall only penalize the company and the people and take away money from making ourselves better. It doesn't serve the purpose of which punitive damages are to serve under the law.

If you're worried we don't get it and somehow Mr. Loll needs to take back a shocking verdict, trust me; we got it. The only time these witnesses had to take the stand and admit under oath we screwed up. And he's interviewed people and talked to people, and he's told you he's told senior management, and this hurts. And the embarrassment of the trial. It's nothing like she went through. Trust me. I'm not trying to compare it, but I'm suggesting to you that punitive damages are designed when companies don't care and don't get it, and I would ask you to take into consideration that this was a different kind of business in this case who said, "I got it. I understand. I'm going to fix it. I want to make sure this doesn't happen again." And I would ask you not to unduly punish this company for those reasons.

Finally, you'll see the other acts, the Fair Debt Collection Practices Act, which is where we have to be a debt collector, and it's a term defined by the law, which means at the time we got Ms. May's loan she was in default. You may recall we acquired her in bankruptcy while she was making her payments, and so we ask you to consider whether or not there's been evidence presented that she was in default when we got her servicing rights. But as you go through this, this issue, the Fair Debt Collection Practices Act, you'll see it basically bars debt collectors from doing things that are improper -- lying to people when you call them, threatening them, using deceptive things.

And what I'd like to really ask you to remember is -- and I have one of the transcripts here from one of the calls in April between Ms. May and Ms. Agyeman, and I know they played them. I know you heard them. You never heard anyone screaming or yelling or threatening. These weren't the boiler room kind of collection calls you heard. In fact, I picked this one because I thought it was a good example, where Ms. May says, "Hey, I'm current."

And Ms. Agyeman says, "Okay. You're current now. I'll notice it on the account. Thank you. And have a good day."

Not "You're crazy. You're wrong. You better pay up, or I'm going to kick you out."

"I'll note it now."

Where we went wrong was we didn't follow up on that. There was no left hand knowing what the right hand is doing, but we didn't go wrong with a boiler room outrageous collection practice, and that's what this claim, I would suggest to you, as you look at the language, is really designed to do -- threaten things, use unfair, unconscionable means.

But as you look at this action, you will see that it also tells us and gives us a bona fide, good faith error defense here. Collectors make mistakes, and the law says, in Instruction 14, that if you find our violations were not intentional and resulted from a bona fide error, then that's a defense and we're not held liable, and that's important because we're making a lot -- two and a half million loans, and the law says mistakes are going to happen; just don't do it intentionally. I would suggest to you not a single person on any of the calls or any of the letters intentionally did those knowing what they were doing was wrong. It was because they thought the money was owed. It wasn't, but they thought it was, and they presented no evidence that it wasn't.

By the way, this is not a case where our collectors have to make too many phone calls or we don't spend enough money. That wasn't the problem here. The problem was the way, as you heard the particulars of this case, and the circumstances of the way in which the computer loaded and her notes and people not seeing them and not proper follow-up, but it certainly wasn't with respect to the issues that they've tried to paint in a kind of classic plaintiff style.

And so as you'll see, you remember hearing people say, "Well, Ms. May, I'm showing you -- we're showing you delinquent." They weren't making that up. They were looking at the computer screens which showed it erroneously but showed it. And there was no evidence that anyone who called her thought the debt wasn't owed, and finally, the individuals who did look at it tried to fix it, like Mr. Muller. So when you're looking for the intentional conduct, there really just isn't any evidence that we intentionally tried to do this, and I would suggest that we made this in good faith as a bona fide error, and that's why there's not the legal responsibility under that claim.

Now, if you decide there is some responsibility in this claim, you will see that the damages you may award include the same kinds of things -- loss of time and inconvenience, harm to credit, out-of-pocket costs, other monetary losses, and so you will -- you will not try and award it twice. You will consider that for any claim, and that's why I highlight it for you.

The next claim is the violation of the Real Estate Settlement Practices Act, and under what this is is if a person, a borrower, sends a qualified written request, we're required to respond to it. That has a legal definition, which you were given, and it's technical, and that's the way the law is, and that's the law we're all operating under, but a QWR, as they're called, has to be sent to a specified address if you tell them. That's why I showed -- this is a bad copy, but the back of Ms. May's statement which says, "If you want to send us a QWR, you must send it to this address" because that's the way the law works, and there's a further instruction you're given, which is if a borrower sends more than one QWR but they're duplicative, you don't need to answer every one. The law says once you've dealt with one, then you're okay. Those two issues, I ask you to look at this, whether or not it was sent to the correct address, and she told us on the stand each QWR she sent thereafter was largely the same complaint, so they're duplicative. Now, I'm not trying to get away from responsibility to do our job, but it's important that the law be applied in the particular context of the facts in this case. So, really, the QWR that was sent was after she got a lawyer, Mr. Healey, in August of 2013, which was Plaintiff's Exhibit 40, and we responded on September 3rd, 2013, within the time frame, and gave her back our response. As you know, the disconnect here is that we sent her and thought she was asking us to verify the debt, and we sent her the payment history, which is what we had done before when she asked, and the payment history showed somewhere in there the debit.

Now, don't get me wrong. No one needs to be an accountant to figure it out, and so the point here is that we made an effort to send the information we thought. In this particular case, I want to be -- I want to be certain that we should have done better because this should have never gone out because this problem should have never happened, but the company did make an effort to respond to this. They did include the payment information, which is what we're looking at and what others are looking at. As you know, we also sent this payment information to her lawyer as well. So it wasn't like we were trying to hide or we thought that we knew the debt was wrongful and we were trying to mislead her. We gave her the information. Even though this was erroneous, no one at the company thought it was erroneous at the time that they provided it to her.

If you get past this, you have the opportunity to consider damages for that claim, and, again, it's the same damages, and I ask you to really consider the facts in evidence with these and to not consider awarding the same damages over and over.

The next claim is the violation of the Fair Credit Reporting Act, and this is where someone disputes their credit, it comes to us, and we have to investigate. And those are the elements, and you'll see them. The first part of it is their claim is that what you need to show is that we willfully failed to follow our duties, and you get an instruction which says if we willfully failed to comply, she must show that we knowingly and intentionally committed an act in conscious disregards of her rights. So when the credit dispute was submitted and the individual got it and simply verified her debt, looking at our computer records, and sent it back to the credit bureau and said, "Yeah, she's delinquent," was that willful? Did that person know that she really didn't owe that debt and that it was wrong? There's no evidence to suggest that, that the credit reporting people who looked at it and who verified it and sent the information back knew --

THE COURT: Two minutes.

MR. TILLOTSON: Thank you, Your Honor.

-- knew what they were doing was wrong. So I would suggest that there's not a willful violation, and that's why we've quarreled with them on some of the claims because we felt like what happened was wrong but was not willful, and if you look at the damages, if you get there and think that what we did was wrong, finally, you see the same thing. I do want to emphasize that the Credit Reporting Act -- with that, we have fixed that, and so the damages for her are for that period of time.

Now, finally, no more slides, no more evidence, and my last two minutes are to convey to you some sense of the responsibility this company has taken for it because I think the evidence has showed it. This was a very unusual trial for me and for this Defendant because you normally have defendants say, "No, the light was green" or "The light was red, and you're not telling the truth." There was none of that. There was none of that. There was an acknowledgment we screwed up and a heartfelt apology. But that's how you started. An effort to show you we fixed her problems. An effort to show you we promised to fix her problems in the future. An effort to show you we fixed the issues as best we can going forward so that these kinds of mistakes don't happen in the future. No one is perfect. No one is perfect. Me, Plaintiff, Plaintiff's lawyers, anyone. And the law says, in certain circumstances, that you can be held accountable for mistakes, but it's different about punishing and being -- awarding large damages for those. So as you go back to deliberate, I ask you to consider and keep in mind the things the company has done as evidence of our good faith and that we tried hard and we tried to fix it, and I ask you when you look at it and get to the issue of damages and, hopefully not, but if you do, punitive damages, that you consider those facts and numbers that are more in line with what the evidence shows and more in line with how we acted.

THE COURT: Time.

MR. TILLOTSON: Thank you so much for your time. Thank you, Your Honor.

THE COURT: Thank you. Mr. Humphreys, you have about 10 minutes left.

MR. HUMPHREYS: Today, Nationstar is serious. This whole week, they have been serious. We have their attention.

They started taking this case seriously in about March or -- excuse me -- May of this year when they brought in their top-dog, internal, legal support guy who comes in to testify. He runs a team with 10 other folks. He's certified to go all over the country and defend these cases where Nationstar is involved in litigation, and they do the explaining for the company about what happened supposedly, and they brought in their top-gun trial lawyer from Dallas, one of the best lawyers from Dallas, who did a masterful job explaining away, misdirecting from what actually happened here, and they want to tell you that they're going to fix everything, and that's -- this is a serious issue for you to decide because you have to decide are these guys for real; are they seriously going to fix everything, or are these just words, or is any of this stuff enforceable here. Did anybody here see any written agreements that they presented any policy changes, or did we just hear words? "Oh, yeah, we've fixed all that stuff. It's never going to happen again."

I'm sure.

This is the legal guy. What's he doing fixing their problems? Where are the policy guys? Where are the procedure guys? Where are the business unit reps, the directors? This lawsuit is not anti-business. It's pro-business. There are people out there in the mortgage world that are doing good work. People need credit. They need homes. And these people are giving the industry a bad name, and they're cutting corners and they're saving money doing it, and they're hurting good businesses that are having to pay the costs to do it right, and that's why we want a punitive damages award.

And you have to decide for yourselves. Did these guys really change their ways, or is this just bringing the big dogs here to -- to manage you, to give you guys risk management here, so they can escape and go on down the road with big smiles on their faces because I guarantee you if you return a verdict anywhere near what they're talking about, they're going to be smiling all the way back to Dallas.

And how do we know if they've really changed their ways or whether we're dealing with a broken culture because this closing argument, I'm convinced, came directly from the authority, the top of Nationstar. They're trying to tell you that "We didn't intend to cause any harm here." They're ignoring the law. Nationstar is ignoring the law.

Definition of agency: A corporation only acts through its agents or employees, and any agent or employee may bind the corporation by acts or statements. You know, we talked about that with Mr. Loll here. This is a big outfit, and you've got to have procedures so that people can communicate within the organization between and among each other, and people knew everything that they did wrong was done at a time when the company knew they could only act through their employees, and they don't have systems set up so that people know what's going on there, and they've got people running off and doing -- and they know they're doing horrible things. Sometimes it's okay. Here, it wasn't, but they're doing these things without knowing whether or not it's okay, and they think that what's unintentional is if he didn't know, even though the company knows. That is no way to do business, and it's time to punish them.

And I want to talk to you about emotional distress. I know a lot of you folks are technical people, and I admire that. I don't have that skill. I'm not an accountant. I can't fix things, and I'm not an engineer, and you have your way of doing things, and I have my way of doing things. I would suggest the way you all can think about emotional distress here is this isn't a math problem or a formula. It's not science. It's justice. This is a hall of justice, a courtroom of justice. How do we do justice here, which is what she's asking for? What is justice? Is it a formula? It's a feeling. You saw feelings. Get in touch with yourself. Get in the room and talk about it. And there's going to be a variance there. Some of you are going to be up there, and some of you are going to be lower, and you guys need to agree, come together, unanimous, somewhere in the middle, and decide what that number is, and we're not asking you -- you cannot in fact -- in fact, I'm going to beg you to really pay attention to 28 here. I told you about that. There's no fixed standard or measure. Use your conscience. Use your gut instincts. What is right here? You guys know what it is. I can't tell you what it is. You figure it out. That's your job. We've done our job. Our job is to put the evidence to you. Your job is to figure out what to do with it. Is this okay? If it isn't, let's do something about it.

Emotional distress -- all those elements are part of it. This is the one I really want you to think about here. 27 is there's these five theories, two of them under the Fair Credit Reporting Act, and there's four other ones. Don't double down on damages, on emotional distress damages. This lady had a lot of different things going on here. They did a lot of different things to her. They threatened to take her house. That's wrong. They tried to collect five payments that weren't due for two years. That's wrongful debt collection. That's under the Fair Debt Collection Practices Act.

They're spying on her home. They're reporting about her being in default in the newspaper. They're calling her at work, and she's saying, "Quit calling me at work." That's an invasion of her private affairs, and it's highly offensive to anybody to be able to do things like that. That's different. There's something. You figure out what's right there.

There's the Fair Credit Reporting Act, which is at the very end of things. We heard the doctor say about additive, that if you keep putting stress on somebody, it gets worse and worse and multiplies and expands exponentially. It blows up. That's why she left her work. Then she left her work to get off the medicine. They forced her on antidepressant medication, and she took seven months of her life to get off those drugs because she didn't want to live with antidepressants. And they -- she had a lot of other stuff going on. We've all got full lives. She was overwhelmed or just barely getting by, but they crushed her. They broke this lady.

And so when you get to these verdict forms here, you're going to fill each one of them out, and think about doing it separately for the wrongful debt collection, the invasion of privacy, the Fair Credit Reporting Act. At the very end of this whole thing is when they double down on her credit report. They, you know, made it doubly as bad as it was, and their policy is "We're not going to do that again. We never make people's credit worse." That's a wonderful policy. How about you just investigate and tell the truth? How about you look into the file? And if someone has bad credit, we need to know that. That's good for everybody to know. These businesses need to know so that they can extend credit appropriately to others. That's what credit reporting is for. It's a good thing, but they're just not doing their job. They don't want to investigate. They don't want to be reasonable. That's their job here is to be reasonable. It's not rocket science.

RESPA. That's intent here. Are they good folks here, or are they trying to get off on a loophole? "Well, we told her to fax it to us, but on the back of the statement, in the fine print, it says you've got to mail it to us, so don't give her any money for that. Don't give her anything because she didn't follow the fine print and didn't know what the law was." That's good faith? They told her to fax this, and she put them on square notice. Could any of us, anybody in this courtroom, have done any more than this lady to try to get them to stop before they got sued? And they didn't take this thing seriously. They didn't engage in the risk management business until you guys showed up.

And I thank you for your service. You're going to get back to your lives. You've got to decide --

THE COURT: Two minutes.

MR. HUMPHREYS: You've got to decide amongst yourselves whether or not you're going to let these guys off the hook or whether you're going to send a message to change their ways, and I'm going to ask you to send them a message, whatever you think is right, whatever that number is, whatever you think.

THE COURT: Okay. Ladies and gentlemen, that concludes the closing argument and the instruction portions of the case. We're going to send you back to the jury room with this package of instructions. All the previous admonitions I've given to you about not discussing the case, not deciding the case, obviously, that's all lifted now. This is exactly the time to do that. So we're going to send you back to the jury room with your instructions, and quite frankly, in about the next half hour, Carol is going to come back with menus for the -- what?

THE CLERK: Just give them to them now?

THE COURT: No. Why don't you wait.

In about half an hour, Carol is going to come back and give you menus for the meals. We're going to send something up for you because I -- unless you're done before she brings the menus up, but that's what we'll be doing. Okay. Good luck, folks, and we'll see you back in a bit. Court's in recess.

(Court recessed from 11:19 a.m. until 2:09 p.m.)

(The following proceedings were held outside the hearing and presence of the Jury.)

THE COURT: "Can we give amount and attorney's fees, or do we have to say a solid dollar amount?"

My answer is, "You must be guided by the instructions as provided," and I know the Defendants offered an instruction and I didn't give it because I found no Eighth Circuit law to provide such instruction, but whatever record you want to make, you may.

MR. TILLOTSON: Yes, Your Honor. Yes, Your Honor. We would request that the Jury be given the instruction that we had requested earlier to provide clarity on this issue, which I think we all saw coming, but law is the law. So -- but we would request that the Court clarify for them so they know exactly what it is that they're being asked to award.

THE COURT: I'm assuming the Plaintiffs do not want me to give that instruction, correct?

MR. WALLACE: That's correct.

THE COURT: I'll read -- what I just read is what I'll give them.

While we're all here, earlier on -- it's now 2:10 -- the jurors asked for about, I would say, six or seven exhibits, yeah, exhibits, and the note is in the court file and will reflect exactly what they asked for. There was no objection by either side to give those exhibits to the Jury, and they've been provided those exhibits early on.

MR. WALLACE: I don't want to delay you, but I just want to make sure that we get to attach our transcripts of those depositions that were played and then make sure all the exhibits are admitted at the right time.

THE COURT: Have we done that yet? Why don't we do that now. Will you take this back to the Jury, and then come back, and we'll do that.

(Court recessed from 2:10 p.m. until 2:12 p.m.)

(The following proceedings were held outside the hearing and presence of the Jury.)

THE COURT: All right. We're going to go through the exhibits, which it's my fault we haven't done this sooner, but anyway, that's the way it goes. Tell me what -- let's just go down the list of the exhibits you believe are admitted into evidence.

MR. WALLACE: Sure. And I've confirmed this with the other side. The Plaintiff's exhibits, it's numbers 2 through 27.

THE COURT: Wait a minute.

MR. WALLACE: 29 through 51.

THE COURT: Hold on. All right.

MR. WALLACE: 53, 54, 56, 57, 59, 61 through 65, 67 through 70, 72 and 73, 101, 105, 106, 107 through 116, 119, 135.

THE COURT: I have 120 offered also.

MR. WALLACE: Yes, that's right. That was by them.

THE COURT: Yeah.

MR. WALLACE: And we're fine with that.

THE COURT: Okay.

THE CLERK: That's one of the ones you told me to get rid of.

MR. WALLACE: All right. We can move it off. Either way. I mean, Amy, do you guys want 120? I mean we don't care about it.

THE CLERK: They do.

MR. WALLACE: It's the trial mod, the offer, or whatever, you know. You guys used it in your --

MS. BREIHAN: Didn't they ask for that?

MR. WALLACE: No, huh-uh, not that one.

THE COURT: Put it in.

MR. WALLACE: Okay. Yeah, 120 is in. And then let me see. Where was I? Did I give you 135?

THE COURT: Nope.

MR. WALLACE: Okay. Did I give you 119?

THE COURT: Yes.

MR. WALLACE: 146 to 149, 153 to 155, 157, and 158, 161, 214, and 215. So that's 214, 215, and then 233.

THE COURT: That's it. All right. Any -- and there's no objections by the Defendants on those; those will all be admitted into evidence.

MR. BARNES: No objection, Your Honor.

THE COURT: Thank you. How about the Defendant's side?

MR. BARNES: Exhibit A, G, M as in Mike, W, FF, UU, VV as in Victor, LLL.

THE COURT: I think one of these Defendants was named

Victor, but go ahead. Sorry. LL.

MR. BARNES: Three Ls, Your Honor.

THE COURT: Three Ls.

MR. BARNES: Three N, as in November. Three O. Five B.

THE COURT: I'm sorry. You say five B as in boy?

MR. BARNES: B as in boy, Your Honor.

THE COURT: Got it.

MR. BARNES: Five E.

THE COURT: Got it.

MR. BARNES: Five F, five I, five J, and five K.

THE COURT: No objection to those?

MR. WALLACE: That's right.

THE COURT: They'll all be admitted into evidence.

MR. WALLACE: And then -- did I interrupt?

THE COURT: No. Go ahead.

MR. WALLACE: I want to attach to the record, or I'm not sure. You know, in federal court in other places, it's the way I've done it. I just want to make sure I do the right thing.

THE COURT: Okay. You're talking about the deposition transcripts?

MR. WALLACE: The depositions. And these are paper copies of the depositions with -- the only substance of the deposition that shows up is what was actually played to the

Jury. The rest of it has all been blacked out.

THE COURT: That works for me.

MR. WALLACE: And I have depositions of Andrea Kimbuta; Doug Huss; Latonya Munson; Daniel -- Dr. Daniel Maestas; Paul Muller; Mr. Loll, the corporate representative of Nationstar; TaSharra Nance; and Caroline Agyeman.

MR. TILLOTSON: Does that include our portions?

MR. WALLACE: Yes.

MR. TILLOTSON: Okay. So --

MR. WALLACE: The only one that wouldn't would be Dr. Maestas, which you played on your own, but other than that, I think it is.

MR. TILLOTSON: Yes, we absolutely have no problem with that. We'll submit the excerpt for Dr. Maestas, and then I read in some excerpts from Mr. Huss that's already part of the record, so I don't need to attach those.

THE COURT: Okay. What's up?

COURT REPORTER: When you were reading, that was not part of the record.

MR. TILLOTSON: But I was doing it so well. We'll attach it. We'll attach it. We'll attach it.

THE COURT: So attach it. That's it.

MR. TILLOTSON: We'll attach it. We'll get that, Your Honor, and attach it.

THE CLERK: Okay. One more thing, gentlemen, and I hate to bring this up again, but we had that whole slew of exhibits that the Plaintiffs are not submitting but were used, and you don't mention the 170, all that stuff about the corporate -- all the policies and all that kind of stuff. They're on my list, but when this gentleman comes up and says, "We want these exhibits admitted," he doesn't include any of those.

MR. TILLOTSON: Okay. So I have them here collected. Is that --

THE COURT: Well, do you want them in or out? I don't care. Simple question. If you don't want them --

THE CLERK: That's all I want to know.

THE COURT: If you don't want them in, we don't have to put them in.

MR. TILLOTSON: We want them in. We want them in.

THE CLERK: That's all I need to know.

THE COURT: So what exhibits are those? You know, you started this with all the depositions, don't you?

THE CLERK: It's like 176 through 1 --

MR. TILLOTSON: It was actually further.

THE CLERK: 176 through 213 maybe.

MR. TILLOTSON: 176 -- Plaintiff's 176 --

THE COURT: All right.

MR. TILLOTSON: -- through Plaintiff's 213. You don't need copies until they ask for them?

THE CLERK: No, no. I just wanted to make sure you want them in --

MR. TILLOTSON: I do.

THE CLERK: -- because I've got them already admitted.

MR. TILLOTSON: Yes, I do. Thank you.

THE COURT: And, obviously, the Plaintiffs have no objection to that, right?

MR. WALLACE: That's right.

THE COURT: Okay. Anything else? That cleans it up. Done and done.

MR. WALLACE: Where do I leave these?

THE CLERK: Just leave them.

(Court recessed from 2:19 p.m. until 2:41 p.m.)

(The following proceedings were held outside the hearing and presence of the Jury.)

THE COURT: Okay. I understand we're not fully finished with the exhibits. Would you please -- let's clean that up before the Jury comes back with the verdict. What exhibits are we talking about, Carol?

MR. WALLACE: Exhibit 55, 58, 60, 64. Excuse me. 66. Not 64. 66, 74, and 158. So that's 55, 58, 60, 66, 74, and 158.

MR. TILLOTSON: No objection, Your Honor.

THE COURT: What was the last one? 74?

MR. WALLACE: 74 and then 158.

THE COURT: Okay. I'm sorry. Here. One fifty --

MR. WALLACE: -- eight.

THE COURT: -- eight. Got it. I already had that in actually. Okay. So admitted.

All right. Do you want to get the Jury?

Counsel, I'm going to ask you guys to stick around. I'm going to go back and talk to them, excuse them, but I want you to stick around because I just -- because of all the -- I expect confusion in the verdict. I'll be honest with you. With that many verdict forms, I think it's probably -- we need to talk about it before you guys get out of here.

MR. HUMPHREYS: Yes, sir.

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: I'm just -- I'm just guessing based on the notes that were written, but, Ms. Rangel, are you the -- are you the foreperson of the Jury?

JUROR #2: I was just the writing notes.

THE COURT: Who was the foreperson?

JUROR #5: I was.

THE COURT: Okay. I'm sorry. You're --

THE CLERK: Kyle Klohr.

THE COURT: Okay. Mr. Klohr. Mr. Klohr, have you -- I'm sitting here looking. This is self-explanatory, but we've been advised the Jury has reached a verdict in all of the six claims. Have you done that?

JUROR #5: Five claims, yes, sir.

THE COURT: Five claims. I'm sorry. There was six. I apologize. Okay. Thank you. And I had it in front of me, but for the record, I needed to ask you. All right. Let me look at this and . . .

Okay. I'm going to read these, each. This is the verdict for invasion of privacy.

"On the claim of Plaintiff Jeannie May for invasion of privacy against Defendant Nationstar Mortgage Servicing LLC, the undersigned jurors find in favor of Plaintiff Jeannie May. We, the undersigned, assess the damages of Jeannie May as follows: Actual damages, $50,000. Punitive damages, $400,000.

"On the claim of Plaintiff Jeannie May for the violation of the Fair Debt Collection Practices Act and against Defendant Nationstar Mortgage Services, we, the undersigned jurors, find in favor of Defendant Nationstar Mortgage LLC.

"On the claim of Plaintiff Jeannie May for violation of the Real Estate Settlement Practices Act against Defendant Nationstar Mortgage Services, we, the undersigned jurors, find in favor of Defendant Nationstar Mortgage."

These are all signed by the foreperson.

"On the claim for -- of Plaintiff Jeannie May for negligent violation of the Fair Credit Reporting Act and against Nationstar Mortgage, we, the undersigned jurors, find in favor of Plaintiff Jeannie May. We, the undersigned jurors, assess damages of Plaintiff Jeannie May for $50,000.

"On the claim for -- of Plaintiff Jeannie May for willful violation of the Fair Credit Reporting Act against Defendant Nationstar Mortgage, we, the undersigned jurors, find in favor of Defendant Nationstar Mortgage."

Is that the verdicts? I've read those correctly, folks?

JUROR #5: Yes.

THE COURT: Okay. Would either side like the Jury polled?

MR. HUMPHREYS: No, Your Honor.

THE COURT: Defendant?

MR. TILLOTSON: No, Your Honor.

THE COURT: Okay. Ladies and gentlemen, that completes the -- that completes your service as jurors in this case. I am going to -- I want to thank you for your attention for this long and very, I think, difficult trial. We appreciate your efforts. I tell the jurors this each time I finish a case, that, you know, my job every day is to make decisions like you've just made, and, you know, people are in front of me. Somebody loses. Somebody wins. And that's just what I do, and I've done it for a long time, and that's part of what I am these days. It's not that easy for you sometimes who don't do this for a living. So what I always like to tell folks like you is, number one, you shouldn't feel -- not that you do, but you shouldn't feel bad about any decision you made because, quite frankly, the parties had plenty of chance to resolve this case over and over again, and they couldn't. I sent them -- actually, I sent them to mediation to settle the case two separate times, and they never were able to settle the case. As recently as probably three months ago, I had them come back and go to mediation to resolve it. They couldn't settle the case. That means it was a hard case. The easy cases settle and go away. The hard cases, we bring folks like you in to tell us what the answer is. That's why you're here. So we want to thank you for that. We appreciate your service. You all were terrific jurors. You paid attention, stayed awake and alert during very, at times, dry testimony, quite frankly, about dollars and cents and exhibits. So we appreciate that effort.

I am going to send you back to the jury room. Before you leave, I'm going to come back and talk to you. I want to thank you one more time back in the jury room and answer any questions you might have because the lawyers are not permitted to talk with you after the case has been submitted. Okay. Thank you again. Thank you very much.

Court's in recess.

(The following proceedings were held outside the hearing and presence of the Jury.)

THE COURT: Anybody want any sort of a record made on this? Actually, this is a more simple answer than I thought it was going to be or could have been. So there's no -- I don't see any competing issues.

MR. TILLOTSON: No, Your Honor.

MR. HUMPHREYS: (Shakes head from side to side.)

THE COURT: Remember what I told you. I'll come back and talk to you guys, but I do want to get back and let them out of here, but tell -- any motions for a new trial, any motions for attorneys' fees, any responses, you will get zero extensions on because I just don't -- I want to get this done before I leave the building.

MR. TILLOTSON: The practice in this district is we are not allowed to talk to the jurors?

THE COURT: No, you are not allowed to talk to them.

MR. TILLOTSON: Thank you, Your Honor.

THE COURT: No, no. Okay. Thank you.

MR. TILLOTSON: Thank you, Your Honor.

(Court adjourned at 2:50 p.m.)

CERTIFICATE

I, Gayle D. Madden, Registered Diplomate Reporter and Certified Realtime Reporter, hereby certify that I am a duly appointed Official Court Reporter of the United States District Court for the Eastern District of Missouri.

I further certify that the foregoing is a true and accurate transcript of the proceedings held in the above-entitled case and that said transcript is a true and correct transcription of my stenographic notes.

I further certify that this transcript contains pages 1 through 83 inclusive.

Dated at St. Louis, Missouri, this 11th day of April, 2016.

/s/ Gayle D. Madden

GAYLE D. MADDEN, CSR, RDR, CRR

Official Court Reporter